

Confirmed Copy
Jan. 4, 1970
5012

Agreement made the 9th day of February, 1970, by and between the Judges of the County Court of Essex County, New Jersey and their successors (hereinafter referred to as the "Judges") and the Essex County Probation Officers' Association (hereinafter referred to as the "Association").

1. The Judges hereby recognize the Association pursuant to Chapter 303, Laws of 1968 (New Jersey Employer-Employee Relations Act) as the sole and exclusive representative of Probation Officers and Senior Probation Officers of the Essex County Probation Department to negotiate matters relating to salaries and working conditions for employees in those titles, as fall within the purview of the Judges pursuant to R. S. 2A:168-1, et. seq. The exclusion of Principal Probation Officers from the provisions of this agreement is without prejudice, pending a final determination of the question of whether such supervisory employees may be represented in collective negotiations by an employee organization that admits non-supervisory personnel to membership.

2. Effective January 1, 1970, the annual rates of pay for all Probation Officers and Senior Probation Officers, to be promulgated by order of the said Judges, pursuant to R.S. 2A:168-8, will be as follows:

<u>Position</u>	<u>Minimum</u>	<u>Maximum</u>
Probation Officer	\$8,500.00	\$11,300.00
Senior Probation Officer	\$9,400.00	\$12,500.00

- a. There will be five annual steps at increments of \$560.00 and \$620.00 for Probation Officers and Senior Probation Officers respectively.
- b. Each officer in the aforelisted titles, who has not yet reached his maximum salary and is either on or between steps, shall be raised in the new range to the equivalent of one step above the one he now occupies in the present range.
- c. Each officer in the aforelisted titles, who has already reached his maximum salary, shall be advanced to the new maximum established herein as of January 1, 1970.

3. All officers in the above titles, who are required to remain on duty through the supper hour to accept reports of probationers, shall receive a meal allowance of \$4.25 for each such duty assignment.

4. No officer in the above titles shall be required to transport probationers or other defendants in their privately owned automobiles.

5. A complaint or grievance of any officer in the above titles related to conditions of work, if not otherwise provided for in law, rule or regulation, shall be settled in the following manner:

Step 1. The complaint or grievance shall first be taken to the employee's immediate supervisor, i.e.

the Principal Probation Officer, who shall make an effort to resolve the problem within a reasonable period of time -- three working days if possible. At this level a complaint or grievance need not be in writing;

Step 2. If the problem cannot be resolved at the supervisory level, the employee shall put it in writing and submit it to the Chief Probation Officer, who shall acknowledge its receipt within three working days and shall render a decision within five working days;

Step 3. An appeal of the Chief Probation Officer's decision may be made in writing to the County Court Judges or their designated representative for a final determination with reasonable promptness.

Nothing contained in the above procedure restricts or limits an employee's right to appeal to the Civil Service Commission, under the laws and rules governing the operation of that agency. However, if an employee chooses to use the grievance procedure established by the judiciary for resolving a problem, he is thereby precluded from having the same matter adjudicated by any other person or agency. Such option shall be exercised at Step #2, where a formal written grievance is submitted to the Chief Probation Officer. In using the grievance procedure

established herewith, an employee is entitled at each Step to be represented by an attorney of his own choosing or by a bona fide member(s) of the Association designated to represent him pursuant to this agreement.

7. The provisions of this agreement shall remain in effect until December 31, 1970, and by mutual concurrence of both parties, they may be continued for an additional calendar year.

In witness whereof, the parties hereto have hereunto set their hands and seals this 9th day of February, 1970.

For the Judges:

Joseph B. Sugrue
Joseph B. Sugrue - Liaison

Melvin P. Antell
Melvin P. Antell

Van Y. Clinton

Sam A. Colarusso
Sam A. Colarusso

William A. Consodine
William A. Consodine

Morris N. Hartman
Morris N. Hartman

Francis W. Hayden
Francis W. Hayden

For the Association:

Joseph P. Caputo
Joseph P. Caputo - President

Peter V. Ryan
Peter V. Ryan - Vice President

For the Judges:

Leon W. Kapp

H. Curtis Meanor
H. Curtis Meanor

Leon S. Milmed
Leon S. Milmed

Roger M. Yancey
Roger M. Yancey